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REISSUE APPLICATION DECLARATION BY THE INVENTOR

Docket Number (Optional)

As a below named inventor, I hereby declare that:

My residence, mailing address and citizenship are stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is described and claimed

in patent number 6,315,495, granted November 13, 2002, and for which a reissue patent is sought on the invention entitled Portable Environmental

Containment System
the specification of which

☒ is attached hereto.

☐ was filed on _____ as reissue application number _____ / _____
and was amended on _____
(If applicable)

I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

I verily believe the original patent to be wholly or partly inoperative or invalid, for the reasons described below. (Check all boxes that apply.)

☐ by reason of a defective specification or drawing.

☒ by reason of the patentee claiming more or less than he had the right to claim in the patent.

☒ by reason of other errors.

At least one error upon which reissue is based is described below. If the reissue is a broadening reissue, such must be stated with an explanation as to the nature of the broadening:

1. *claims of original patent have unnecessary limitations.*
2. *Original patent contains typographical errors. "Irregular" in the application became "regular" in the patent, changing the sense of the disclosure.*

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(REISSUE APPLICATION DECLARATION BY THE INVENTOR, page 2)

Docket Number (Optional)

All errors corrected in this reissue application arose without any deceptive intention on the part of the applicant. As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith.

Name(s)

Registration Number

Correspondence Address: Direct all communications about the application to:



Customer Number

Type Customer Number here

Place Customer Number Bar
Code Label hereFirm or
Individual Name

Address

Address

City

State

Zip

Country

Telephone

Fax

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed.

Full name of sole or first inventor (given name, family name)

SCOT A. STARHEIM

Inventor's signature

SCOT A. STARHEIM

Date

11/1/02

Residence

ANCH. ALASKA

Citizenship

UNITED STATES

Mailing Address

1112 W. 77th AVE. ANCH. ALASKA. 99518

Full name of second joint inventor (given name, family name)

Inventor's signature

Date

Residence

Citizenship

Mailing Address

Full name of third joint inventor (given name, family name)

Inventor's signature

Date

Residence

Citizenship

Mailing Address



Additional joint inventors are named on separately numbered sheets attached hereto.

Konkin

STATEMENT UNDER 37 CFR 3.73(b)

Applicant Patent Owner: Scot Starheim
Application No./Patent No.: 6,315,495 Filed/Issue Date: Nov 13, 2001
Entitled: Portable Environmental Containment System
Konkin Holdings Inc. a Corporation
(Name of Assignee) 22a (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)
04/03/03

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or
2. ☒ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is 50 %

in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. [] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

[] Additional documents in the chain of title are listed on a supplemental sheet.

[] Copies of assignments or other documents in the chain of title are attached.
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

April 3/03
Date

Thomas Dana Konkin
Typed or printed name
[Signature]
Signature
President
Title

Konkin Holdings Inc.
04/03/03

Konkin

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REISSUE APPLICATION: CONSENT OF ASSIGNEE; STATEMENT OF NON-ASSIGNMENT		Docket Number (Optional)
This is part of the application for a reissue patent based on the original patent identified below.		
Name of Patentee(s) <u>Scot Starheim</u>		
Patent Number <u>6,315,495</u>	Date Patent Issued <u>Nov 13 2001</u>	
Title of Invention <u>Portable Environmental Containment System</u>		
<p>1. <input checked="" type="checkbox"/> Filed herein is a statement under 37 CFR 3.73(b). (Form PTO/SB/96)</p> <p>2. <input type="checkbox"/> Ownership of the patent is in the inventor(s), and no assignment of the patent is in effect.</p> <p>One of boxes 1 or 2 above must be checked. If multiple assignees, complete this form for each assignee. If box 2 is checked, skip the next entry and go directly to "Name of Assignee".</p> <p>The written consent of all assignees and inventors owning an undivided interest in the original patent is included in this application for reissue.</p>		
The assignee(s) owning an undivided interest in said original patent is/are _____ and the assignee(s) consents to the accompanying application for reissue. <u>Scot Starheim and Konkin Holdings Inc.</u> ^{202 04/03/03}		
Name of assignee/inventor (if not assigned) <u>Konkin Holdings, Inc.</u>		
Signature <u>[Signature]</u> for <u>Konkin Holdings (President) Inc.</u>	Date <u>April 3/03</u>	
Typed or printed name and title of person signing for assignee (if assigned) <u>Konkin Holdings Inc.</u> ^{202 04/03/03}		

HAND-Y-BERM INVENTION OWNERSHIP AGREEMENT

Scot A. Starheim the Inv ntor of Hand-Y-Berm Portable Containment Systems agrees to sell 50% interest in the above mentioned invention and the U.S. patent application for the invention to T. Dann Konkin for terms and conditions described herein.

1. Scot A. Starheim will assign / sell 50% ownership of U.S. invention, and will also assign / sell 50% ownership of the Canadian Patent process.
- (A) 50% purchase price will be \$ 50,000, fifty thousand U.S. dollars. Twenty thousand dollars (US\$ 20,000.) upon acceptance and the balance of thirty thousand (US\$ 30,000.) to be paid out over a 2 year period in equal semi-annual installments. Late payments shall invoke an interest penalty of 10% per annum levied on the entire remaining balance continuing until the payments are returned to the agreeable schedule.

It is also agreed that the remaining balance can also be re-paid back at any time without prior notification or penalty.

- (B) This purchase and co-ownership will be independent of any other agreements or formed partnership for manufacturing and licensing of product line and all costs of pursuing Canadian patent will be born by Ampco Manufacturers Inc. outside the purchase price of US\$ 50,000.
- (2) Scot A. Starheim will continue to pay all costs for U.S. patent under the small entity fee schedule in progress per 35 USC 41(h), related 37CFR's, and United States patent and Trademark Office (USPTO) practices. In the event Ampco Manufacturers Inc.'s activities and/or affiliations result in the loss of USPTO small entity status for the application or resulting patent, Ampco agrees to assume the additional charges, as levied by the USPTO against the applicant, applicant(s) or the resulting patent.

Any and all other foreign filing for said inventions will be done under 50/50 co-ownership agreement and paid for from funds to be agreed on at or before the foreign filing.

- (A) Royalties will be assigned to manufacturing licensing agreement and will be 10% of total sales and/or lease income.
- (B) Royalties will be split 50/50 and paid on all invoices for sales and lease payments.
- (3) This agreement is not transferable without the consent of Scot A. Starheim and T. Dann Konkin.
- (4) These terms are non-negotiable.

Signed: Scot A. Starheim
Scot A. Starheim

Signed: T. Dann Konkin
T. Dann Konkin

Date: August 14, 2000

Date: August 14, 2000